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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAN DIEGO DIVISION

In re WILLIAM ROBERT HOLLAND, Debtor.	No. 08-12833-LT7 Chapter 7 (converted from Chapter 11 on August 11, 2009)
WACHOVIA SECURITIES, LLC Plaintiff, vs. WILLIAM ROBERT HOLLAND, Defendant.	Adv. No. **COMPLAINT TO DETERMINE NONDISCHARGEABILITY OF DEBT BY CREDITOR WACHOVIA SECURITIES, LLC** *[11 U.S.C. § 523(a)(6)]*

I.

The Parties

1. Plaintiff Wachovia Securities, LLC ("Wachovia") is a limited liability company with its principal place of business in St. Louis, Missouri.

2. Defendant William Robert Holland (the "Debtor") is the debtor in the above-referenced Chapter 11 proceeding. The Debtor resides in El Cajon, California.

II.

Jurisdiction

3. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 157(b)(1) and 28 U.S.C. § 1334(b). This proceeding arises in and relates to the Chapter 7 bankruptcy case of the Debtor, Case No. 08-12833-LT7, now pending in this Court ("the Case").

4. This adversary proceeding is brought pursuant to Federal Rule of Bankruptcy Procedure 7001, 11 U.S.C. §§ 105 and 544, and 28 U.S.C. §1334. Venue is proper pursuant to 28 U.S.C. § 1409.

5. This is a core proceeding with the meaning of 28 U.S.C. § 157(b)(2)(J).

6. On December 16, 2008, the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11, United States Code (the "Code"). On August 10, 2009, on the Debtor's motion, the Debtor's case was converted to Chapter 7 of the Code.

7. Wachovia is a creditor in this bankruptcy proceeding.

III.

General Statement

8. By this Complaint, Wachovia seeks a non-dischargeability order as to two debts. The first debt is a judgment for $444,496.84, plus interest, comprised in large part of attorney's fees awarded to Wachovia arising from the Debtor's misconduct in connection with an employment-related arbitration. Normally such attorney's fees are not awarded, but the Debtor's bad conduct prompted the arbitration panel to impose the award.

9. The second debt, which is in excess of $100,000, constitutes the expense Wachovia incurred over a ten month period in connection with Debtor's continuing bad conduct in frivolously resisting the entry of the underlying arbitration award as a judgment in the Superior Court.

IV.

General Allegations

A. The Debtor Asserts Frivolous Arbitration Claims for Wrongful Termination, and Wachovia Counter-Claims for Unpaid Debts

10. On October 3, 2005, the Debtor initiated an arbitration proceeding (the "Arbitration") against Wachovia, and others, by filing a petition with FINRA (Financial Industry Regulatory Authority). As a financial advisor employed by Wachovia, a FINRA member, the Debtor had the option, but was not required, to initiate his claims in the FINRA forum.

11. In the Arbitration, the Debtor alleged wrongful termination, breach of contract, breach of the covenant of good faith and fair dealing, discrimination based on age, interference with prospective economic advantage, RICO violations, civil conspiracy, and slander against Wachovia (the "Arbitration Claim"). The Debtor requested compensatory damages in excess of $1,000,000.00, punitive damages, treble damages, and costs, including attorney's fees. Wachovia denied the Debtor's allegations. Ultimately, the Debtor dismissed his RICO and slander claims from his Arbitration Claim.

12. The Arbitration Claim alleged that Wachovia had wrongfully terminated the Debtor's employment on or about November 18, 2004. Among other things, the Debtor alleged he had been terminated "on account of his age," in order to re-assign his accounts to younger financial advisors in the office, whose share in account revenues would be less than the Debtor's had been.

13. Wachovia denied it had terminated the Debtor in "bad faith" on account of his age or a desire to retain and "re-assign" his accounts. Rather, the Debtor had been terminated after Wachovia had received at least 17 complaints about his performance from his customers

over a 3-year period, including an NYSE (New York Stock Exchange) and NASD (National Association Of Securities Dealers) investigation; after the Debtor received warnings from Wachovia management; and after the Debtor was placed on "heightened supervision" because of his repeated failures to comply with Wachovia's rules and its basic supervision requirements, as well as NYSE Rule 408, which forbids the exercise of any discretionary power in a customer's account without first obtaining written authorization of the customer.

14. In the same Arbitration, Wachovia asserted a counterclaim against the Debtor, alleging that the Debtor owed money to Wachovia pursuant to a Retention Bonus Program. In a supplemental counterclaim, Wachovia alleged that the Debtor violated the Computer Fraud and Abuse Act and misappropriated trade secrets. Wachovia requested $72,402.84 due under the Retention Bonus Program and accrued interest thereon, as well as additional compensatory damages, injunctive relief preventing the Debtor from utilizing the confidential information unlawfully obtained and requiring the return of all such information, as well as punitive and treble damages.

B. After a Ten-Day Hearing, the Arbitration Panel Dismisses the Debtor's Claims And Orders Him to Pay Wachovia

15. Ten days of hearings were conducted in the Arbitration from October 8, 2007 through October 19, 2007.

16. Over the course of the ten hearing days, the Debtor offered lengthy oral argument, and called witnesses (both hostile and friendly), including an expert witness, as well as offering numerous documentary exhibits. In rebuttal, Wachovia introduced documentary and oral evidence concerning the number and the nature of customer complaints against the Debtor, the investigations conducted by Wachovia and by the regulatory authorities with respect to those complaints, the warnings given by Wachovia to the Debtor, and the Debtor's placement on heightened supervision.

17. In response to the Debtor's age discrimination claims, Wachovia introduced evidence that during the five calendar-year period from January 1, 2000 through

December 31, 2004, Wachovia had involuntarily terminated only one other financial advisor besides the Debtor over the age of 50 in the entire Southern California region (comprised of San Diego, Orange and Los Angeles counties).

18. After the Debtor rested his case in chief at the evidentiary hearing, Wachovia moved for a directed verdict and filed a dispositive motion on November 20, 2007. The motion was fully briefed by the parties (including a sur-reply by Holland). After oral argument on February 6, 2008, and after due deliberation, a FINRA arbitration panel (the "Panel") concluded that there was no evidence of wrongful conduct by Wachovia. The Panel concluded that Wachovia did not act in bad faith with respect to the Debtor. The Panel further concluded that the Debtor was an at-will employee, and that, although cause was not required to terminate the Debtor's employment, Wachovia did, in fact, have adequate cause to do so.

19. Accordingly, on February 12, 2008, the Panel issued a unanimous decision dismissing the Debtor's claims in their entirety, with prejudice.

20. The Panel held subsequent evidentiary hearings on May 1 and 2, 2008, regarding Wachovia's counterclaims against the Debtor. On May 7, 2008, the Panel issued its decision in favor of Wachovia on its counterclaims against the Debtor for repayment of the unvested portions of the Debtor's retention bonuses and ordering that the Debtor remit to Wachovia payment of $72,402.84 plus simple interest at the rate of 5% per annum from January 10, 2005, until paid.

C. The Panel Awards Wachovia Attorney's Fees and Costs Because of Debtor's Bad Conduct

21. After dismissing all of the Debtor's claims and ruling in Wachovia's favor on its counterclaim, the Panel set June 11, 2008 for oral argument on the remaining issue of attorney's fees and costs against the Debtor.

22. Wachovia and the Debtor fully briefed the issue of attorney's fees and costs before the June 11th hearing, and presented oral arguments at the hearing itself. The Debtor acknowledged in his Opposition to Respondents' Motion for Attorneys Fees and Costs, which

was filed in the Arbitration: "Respondents are entitled to attorney fees under FEHA only in the **rare case** where Claimants' actions are found to be **unreasonable, frivolous, meritless or vexatious**. *Rosenman v. Christensen*, 91 Cal. App. 4th 859, 864 (2001); *Cummings v. Benco Bldg. Servs.*, 11 Cal. App. 4th 1383 , 1387 (1992) (*citing Christianburg Garment Co. v. EEOC*, 434 U.S. 412, 421 (1978)). This requirement is commonly known as the 'Christianburg standard.' **Only a small number of cases, where plaintiff's actions were so egregious, have survived the Christiansburg standard.**" (Emphasis added.)

23. The Panel ruled that the Debtor's age discrimination claim was "frivolous" and, therefore, issued an attorney's fees award against the Debtor under Cal. Govt. Code §12965(b) and the authorities cited by Wachovia in its May 22, 2008 brief.

24. Indeed, the Panel determined that the Debtor acted in bad faith because: (1) he aggressively litigated the case long after learning, in discovery, that no other older financial advisors were terminated in the relevant time-period and his book of accounts was not assigned to younger financial advisors; and (2) the evidence was overwhelming that the Debtor was placed on heightened supervision due to at least 17 customer complaints Wachovia received about the Debtor and was terminated after refusing to comply with the terms of heightened supervision.

25. The Panel issued a ruling apportioning 80% of certain costs incurred by Wachovia to the Debtor (with the remaining 20% apportioned against the Debtor's co-claimant). Excluded from the award were Wachovia's claims for costs incurred for experts and transcripts, because neither were ordered by FINRA.

26. After considering the parties' pleadings, testimony, evidence and briefings, the Panel issued an award that: (i) each and every claim of the Debtor be denied in its entirety and dismissed with prejudice; (ii) the Debtor pay Wachovia the sum of $72,402.84 in compensatory damages; (iii) the Debtor pay simple interest on $72,402.84 at the rate of 5% per annum from January 10, 2005 until paid; and (iv) the Debtor pay Wachovia the sum of $372,094.00 pursuant to Cal. Govt. Code section 12965(b) and the various authorities cited by Wachovia in its May 22, 2008 brief (the "Arbitration Award"). The Arbitration Award against

the Debtor in favor of Wachovia totaled $444,496.84, plus interest, and was served on the Debtor on September 4, 2008.

D. The Debtor's Harmful Conduct Continues Via His Repeated Willful and Malicious Efforts to Forum Shop and Stall Entry of Judgment on the Arbitration Award

(1) The Debtor's First Frivolous Filing is Rejected by the Superior Court

27. On April 18, 2008, after the Panel granted Wachovia's motion for judgment, but before the Panel issued the Arbitration Award, the Debtor filed a petition to vacate in the California Superior Court (the "State Court Petition"), before Judge Rafael A. Arreola, as well as seeking an *ex parte* temporary restraining order to stop the Panel from entering an award in Wachovia's favor. On April 23, 2008, the Superior Court denied the Debtor's petition, ruling that the Debtor's requests were premature and staying the matter in order to give the Panel sufficient time to enter an award.

(2) The Debtor's Frivolous Writ is Rejected by the Court of Appeal in One Day

28. On April 28, 2008, seeking to overturn the Superior Court's April 23, 2008 decision, the Debtor filed a *writ of supersedeas* with the California Court of Appeal. The writ was denied the following day, on April 29, 2008.

29. On September 24, 2008, the Debtor filed an amended petition to vacate the arbitration award in the Superior Court (the "State Court Petition"). On September 25, 2008, Wachovia filed a cross-petition to confirm the Arbitration award ("Cross-Petition to Confirm"). The parties stipulated on September 26, 2008, to have the State Court Amended Petition heard on November 6, 2008.

(3) Clearly Forum Shopping, The Debtor Duplicates His Petition in the Federal Court

30. Also on September 26, 2008 -- the same day the parties entered the stipulation -- the Debtor, through different counsel, filed a duplicate petition to vacate the Arbitration Award in the United States District Court (the "Duplicate Federal Petition"), before Judge William Q. Hayes. The Duplicate Federal Petition was set for a January 26, 2009 hearing.

31. On October 3, 2008, the Debtor voluntarily dismissed his State Court Amended Petition. However, the November 6, 2008, hearing regarding the Cross-Petition to Confirm remained in the Superior Court.

(4) The Debtor Improvidently Removes the Superior Court Case

32. On October 28, 2008, in a further attempt to halt the November 6, 2008 hearing, the Debtor removed the Superior Court proceedings to the United States District Court before Judge Jeffrey T. Miller. Judge Miller remanded the case on November 5, 2008, holding that "there is no federal question presented by the motion to confirm the arbitration award," and holding that the action was "improvidently removed."

33. At the November 6, 2008, hearing, the Debtor informed the Superior Court that he had filed the duplicate Federal Petition and requested a continuance to allow him time to reinstate his own State Court Petition to vacate (which he had previously dismissed) and to file an opposition to Wachovia's Cross-Petition to Confirm. Based on the Debtor's representations to the State Court that he needed additional time to file an opposition, the State Court continued the November 6, 2008 hearing to December 17, 2008.

(5) The Debtor's Removal Tactics Having Failed, He Seeks to Enjoin the Superior Court and Otherwise Stall It from Ruling on the Arbitration Award

34. On November 11, 2008, the Debtor sought yet again to stop the State Court Action by moving the United States District Court (before Judge Hayes), for an *ex parte* injunction against the State Court to halt the December 17, 2008 hearing. Judge Hayes rejected the motion, ruling that "the state court has jurisdiction to resolve [Wachovia's] petition to confirm the arbitration award and [Wachovia is] entitled to go forward in the state court."

35. On December 8, 2008, the Debtor moved the Superior Court, *ex parte*, to continue the December 17, 2008 hearing so that Judge Hayes could hear the Federal Petition, first. At the December 8 hearing, Judge Arreola informed the Debtor that the Superior Court would not continue the hearing again. In response, at the hearing, the Debtor reinstated his Petition to Vacate in the Superior Court before Judge Arreola.

(6) The Debtor Files a Chapter 11 Petition to Halt the Hearing in the Superior Court, And Removes the Action to This Court Before The Automatic Stay Could be Lifted

36. On December 16, 2008, the eve of the December 17, 2008 hearing, the Debtor filed his bankruptcy case. Although acknowledging that the Case automatically stayed the Superior Court, the Debtor initially argued that it did not stay the District Court.

37. On January 20, 2009, Wachovia moved the Bankruptcy Court for relief from the automatic stay in order to proceed in the Superior Court before Judge Arreola. However, on January 30, 2009, the Debtor removed the Superior Court action to this Court.

38. On February 4, 2009, Wachovia filed a motion to remand the State Court Action back to the Superior Court.

(7) The Debtor is Finally Forced Back to the Superior Court Action He Himself Started

39. On February 27, 2009, this Court entered an order that it would remand the State Court Action if District Court Judge Hayes remanded the Duplicate Federal Petition. On May 18, 2009, Judge Hayes denied the Debtor's Duplicate Federal Petition for lack of federal subject matter jurisdiction. Accordingly, on May 28, 2009, this Court remanded the State Court Petition to Judge Arreola in the Superior Court.

(8) However, the Debtor Anticipates this Court's Remand and Files Yet Another Duplicate Petition In an Effort to Forum Shop a New Judge

40. On May 20, 2009, before this Court's remand order, the Debtor filed yet another duplicate petition to vacate in the Superior Court, this time before a new judge. The Debtor moved the new judge, *ex parte*, to advance the hearing on his duplicate petition so that Judge Arreola would not have an opportunity to rule. However, when confronted by Wachovia with transcripts proving that the Debtor had a duplicate petition pending before Judge Arreola, the Debtor dismissed the duplicate Superior Court proceeding and consented to be heard by Judge Arreola.

E. The Debtor's Wasteful Conduct is Finally Rebuked When the Judgment Is Finally Entered, After Ten Months of Delay

41. On July 1, 2009, Judge Arreola of the Superior Court entered a judgment against the Debtor on the Arbitration Award (the "Judgment"). The Judgment ordered the Debtor to pay to Wachovia: (i) $72,402.84 in compensatory damages; (ii) simple interest on $72,402.84 at the rate of 5% per annum from January 10, 2005 until paid; (iii) $372,094.00 in attorney's fees and costs; and (iv) simple interest on $372,094.00 at the rate of 10% per annum from September 4, 2008 until paid.

42. The $372,094 portion of the Judgment, and interest thereon (the "Fee Judgment"), was awarded by the Panel based on the Debtor's prosecution of frivolous claims in the Arbitration.

V.

First Claim For Relief

[Denial of Discharge Pursuant to 11 U.S.C. § 523(a)(6)]

43. Wachovia repeats and realleges each of the allegations contained in Paragraphs 1 through 42 as though fully set forth herein.

44. The Debtor filed and pursued his frivolous Arbitration Claim in 2005 deliberately and intentionally to cause injury to Wachovia. The Panel found that the Debtor's claims and pursuit of the claims by the Debtor were frivolous and granted Wachovia the Arbitration Award, which included Wachovia's attorney's fees and costs. The Arbitration Award was ultimately entered into a Judgment by the Superior Court for $444,496.84, plus interest.

45. As referenced in the Debtor's own briefing on the issue, an attorney's fee award under Cal. Govt. Code §12965(b) is rarely granted, and only where the claims are "unreasonable, frivolous, meritless or vexatious." The Panel ruled that the Debtor's conduct arose to this strict standard and awarded the attorney's fees on that basis.

46. The Debtor's willful and malicious conduct towards Wachovia continued after the Arbitration, and the Debtor's scorched earth tactics and forum shopping antics have

caused Wachovia to incur in excess of $100,000 of **additional** attorney's fees in its efforts to collect on the Judgment it is owed.

47. The Debtor willfully and maliciously injured Wachovia and in the absence of said willful and malicious injury to Wachovia, Wachovia would not have incurred the losses attributable to the Debtor.

48. The Debtor's conduct was willful insofar as the Debtor had a subjective motive to inflict the injury and/or believed the injury was substantially certain to occur as a result of his conduct.

49. The Debtor's conduct was malicious insofar as it was comprised of wrongful acts, done intentionally, that necessarily caused injury, and were committed without just cause or excuse.

50. The Debtor's conduct violates 11 USC § 523(a)(6) and, therefore, the entire Judgment, or at minimum, a portion thereof, constitutes a nondischargeable debt. Similarly, Wachovia's attorney's fees incurred in enforcing the Arbitration Award and Judgment are a nondischargeable debt.

WHEREFORE, Wachovia Securities, LLC respectfully requests the Court:

1. Enter judgment against the Debtor exempting Wachovia's entire Judgment, or a portion thereof, from any order granting discharge, pursuant to 11 U.S.C. § 523(a)(6);

2. Enter judgment against the Debtor exempting Wachovia's attorney's fees and costs in enforcing the Arbitration Award and Judgment, pursuant to 11 U.S.C. § 523(a)(6);

3. Grant Wachovia the costs and disbursements of this action, including reasonable attorney's fees and expenses; and

4. Grant Wachovia such other relief as the Court deems just and proper.

DATED: November 16, 2009.

REED SMITH LLP

By /s/ Christopher O. Rivas
Marsha A. Houston
Christopher O. Rivas
Attorneys for Plaintiff
Wachovia Securities, LLC

B 104 [08/07]

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS WACHOVIA SECURITIES, LLC	**DEFENDANTS** WILLIAM ROBERT HOLLAND
ATTORNEYS (Firm Name, Address, and Telephone No.) Marsha A. Houston; Christopher O. Rivas Reed Smith LLP 355 South Grand Ave.; Suite 2900; Los Angeles, CA 90071 (213) 457-8000	**ATTORNEYS** (If Known) K. Todd Curry Curry & Associates 525 B Street Suite 1500 San Diego, CA 92101
PARTY (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☑ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☑ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

NONDISCHARGEABILITY OF DEBT BY CREDITOR WACHOVIA SECURITIES, LLC
[11 U.S.C. § 523(a)(6)]

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11 - Recovery of money/property - § 542 turnover of property
- ☐ 12 - Recovery of money/property - § 547 preference
- ☐ 13 - Recovery of money/property - § 548 fraudulent transfer
- ☐ 14 - Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21 - Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31 - Approval of sale of property of estate and of co-owner - § 363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41 - Objection / revocation of discharge - § 727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51 - Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66 - Dischargeability - § 523(a)(1),(14),(14A) priority tax claims
- ☐ 62 - Dischargeability - § 523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67 - Dischargeability - § 523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61 - Dischargeability - § 523(a)(5), domestic support
- ☑ 68 - Dischargeability - § 523(a)(6), willful and malicious injury
- ☐ 63 - Dischargeability - § 523(a)(8), student loan
- ☐ 64 - Dischargeability - § 523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65 - Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71 - Injunctive relief - reinstatement of stay
- ☐ 72 - Injunctive relief - other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81 - Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91 - Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01 - Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§ 78aaa *et.seq.*
- ☐ 02 - Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☐ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $ 444,496.84, plus attorney's fees and interest

Other Relief Sought

B 104 (Page 2) [08/07]

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR WILLIAM ROBERT HOLLAND		BANKRUPTCY CASE NO. 08-12833-LT7
DISTRICT IN WHICH CASE IS PENDING Southern District of California	DIVISIONAL OFFICE	NAME OF JUDGE Laura S. Taylor
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Christopher O. Rivas		
DATE November 16, 2009	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Christopher O. Rivas	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). In some courts, the cover sheet is not required when the adversary proceeding is filed electronically through the court's Case Management/Electronic Case Files (CM/ECF) system. (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and the defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and in the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.